

STATE OF TENNESSEE DEPARTMENT OF CORRECTION 3rd FLOOR RACHEL JACKSON BLDG. 320 SIXTH AVENUE NORTH NASHVILLE, TENNESSEE 37243-0465 TELEPHONE (615) 741-1000 Ext. 8161 FAX (615) 741-1055

Memorandum of Understanding - Good Samaritan Network Agreement

This Memorandum of Understanding (MOU) is entered into between the Tennessee Department of Correction Director of Volunteer Services and the members of the Good Samaritan Network to govern the formation, participation, and related cooperation of the members of the Good Samaritan Network.

PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Good Samaritan Network Member and the Tennessee Department of Correction (hereinafter "TDOC") for the purpose of defining the roles and responsibilities of the parties as it relates to implementation of the Good Samaritan Network programs and services.

Objectives

The objective of the Good Samaritan Network is to assist the Director of Volunteer Services or his or her designee, for the implementation and operation of the Good Samaritan Network. The Network will demonstrate the effectiveness of shared involvement in the referral process, the implementation, and the successes of this social service network.

Members of the Good Samaritan Network shall assist the Tennessee Department of Correction Director of Volunteer Services or his or her designee, in planning, developing, implementing, and promoting the Good Samaritan Network. The Good Samaritan Network shall assist the Director of Volunteer Services in developing policies, procedures, and practices for the operation of the Good Samaritan Network. In order to meet these objectives, the members of the Good Samaritan Network may perform the following:

- Provide Emergency Food
- Provide Emergency Clothing
- Provide Emergency Housing Needs
- Provide a "Good Samaritan Basket"
- Provide Mentors
- Develop an Employment Network
- Provide Transportation Assistance
- Offer Life Skills and Cognitive Based Programming

ARTICLE I

DEFINITIONS:

- A. **Emergency Food**: The Good Samaritan Network may provide food for needy individuals by developing food pantries, and distributing food boxes. The food box is a specified boxed that meets the dietary needs of a family of four for one week.
- B. **Emergency Clothing**: The Good Samaritan Network shall provide clothing for needy individuals by developing a clothes closet that may consist of a variety of apparel.
- C. **Emergency Housing**: The purpose of the Emergency Housing is to assist low-income individuals and families with children, who are homeless or at risk of homelessness, transitioning into or to maintain permanent affordable housing. This may include one to three months of housing and/or utility co-payments; aid in identifying barriers to self-sufficiency; and assist in developing and carrying out plans for financial and emotional stability.
- D. **Good Samaritan Basket**: This is a basket given to individuals in transition that leave an institution without the basic necessities of life including, but not limited to: clothing, food, transportation voucher, hygiene, etc...
- E. **Mentor**: <u>Mentor</u> is a Greek term meaning "adviser" or "wise person." Mentors will be responsible for providing support, encouragement and guidance to offenders or ex-offenders participating in the Good Samaritan Network by meeting with them regularly to listen and to share knowledge and experience.
- F. **Employment Network**: The Employment Network will identify business owners that would be willing to hire qualified individuals regardless of their background for meaningful employment. Furthermore, it will assist individuals (18+) in finding positions that will encourage stability. Helping others find a satisfying career is the goal.
- G. **Transportation Assistance**: This assistance will be developed to provide individuals with transportation to work, school, and child care. Assistance may come in the form of van rides, bus passes, and direct financial help. Transportation assistance may not be available in some areas.
- H. **Life Skills and Cognitive Based Programming**: In certain area's Life Skill classes may be offered to the local community, and Board of Probation and Parole referrals. In addition, the National Institute of Correction cognitive based program, Thinking for a Change, may be offered as well.

ARTICLE II

JOINT RESPONSIBLITIES

A. Jointly, the parties shall establish procedures to:

- 1. Assist churches, non-profits, and civic organizations in the application process to determine Good Samaritan Network eligibility through activities which may include, but are not limited to, joint recruitment, and communication between entities.
- 2. Report promptly any changes in members' status within __30____ days of the date the participating Member was made aware of the change.

ARTICLE III

RESPONSIBILITIES OF THE MEMBERS OF THE GOOD SAMARITAN NETWORK AND THE TENNESSEE DEPARTMENT OF CORRECTION

NOW, THEREFORE, the Members of the Good Samaritan Network agree as follows:

- 1. <u>Local Community Member(s)</u>. The Local Community Member agrees to have funds from its respective church or organization made available to provide above stated services. The Network's performance shall be overseen by its local community Member. The Local Community Members shall meet on at least a quarterly basis to review performance, objectives, goals and fund management.
- 2. <u>Development Services</u>. The Local Community Member agrees to assist the TDOC, at its request, in such manner and to such extent (if any) as the Community Member may determine, in development of programs to enhance successful offender transition and, further, by making its staff/volunteers available in order to facilitate programs. The TDOC shall not give legal advice to the Community Member.
- 3. <u>Acceptance of Gifts</u>. The Local Community Member shall have responsibility for determining which gifts will be accepted by the Good Samaritan Network for investment in their local community on behalf of the Local Community Member.
- 4. <u>Term.</u> Subject to paragraph 6 below, this Agreement shall remain in effect for a period of one (1) year from the date hereof. The term shall automatically renew from year to year unless either party notifies the other party of its intent to terminate this Memorandum of Understanding. Such notice must be given no later than ninety (90) days before the expiration of the one-year term then in effect.
- 5. <u>Reporting</u>. The Local Member shall furnish program updates to the TDOC reflecting activities in the local network. The parties agree to work with each other to modify and/or create reports to satisfy the needs of the parties.

6. Miscellaneous

- 6.1 <u>Modifications</u>. This Agreement may be altered or amended, in whole or in part at any time, only by filing with this Agreement a written instrument signed by the representatives of the Local Member and the TDOC setting forth such changes.
- 6.2 <u>Performance of Necessary Acts</u>. The TDOC and the Local Member agree to perform any further acts and to execute and deliver any additional documents which may be reasonably necessary to carry out the provisions and intent of this Agreement.
- 6.3 <u>Notices</u>. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be deemed to have been validly given if in writing and delivered personally or delivered by certified mail, return receipt requested, postage prepaid, as follows to the contact persons for the TDOC and the member.

Authority

This MOU shall be carried out within the authority of the signing agencies/organizations.

Termination

This MOU may be terminated by mutual agreement of the Director of Volunteer Services of the Tennessee Department of Correction and the members of the Good Samaritan Network. If a member of the Good Samaritan Network chooses to terminate his or her participation in the MOU, he or she can do so by providing a 30-day written notice to the Director of Volunteer Services, or his or her designee. In addition, a member may be terminated for cause in the event that that a member is determined by the Director to be undesirable or inappropriate for continuation in the Network.

As a member of the Good Samaritan Network, the undersigned agrees to abide by and uphold the conditions set forth in this MOU. Executed this _____ day of ______, 20__. [LOCAL COMMUNITY MEMBER NAME] [TITLE] [DECISION MAKER NAME] [ADDRESS] As the designated contact/liaison for this member of the Good Samaritan Network, the undersigned agrees to abide by and uphold the conditions set forth in this MOU. Executed this ____ day of _____, 20__. [CONTACT/LIASION] [TITLE] [LOCAL COMMUNITY MEMBER NAME] Executed this _____ day of ______, 20__. Richard A. Dixon Director of Volunteer Services Tennessee Department of Correction 320 6th Ave. North, Nashville TN, 37243

Executed this _____ day of ______, 20__.